

PART I – SECTION B
SUPPLIES/SERVICES AND PRICES/COSTS

B.1 GENERAL

The Contractor must provide the necessary services to accomplish the requirements set forth in the Statement of Work (Section C).

B.2 3.2.4-1 CONTRACT TYPE (APRIL 1996)

The FAA contemplates award of a time and materials (T&M) contract resulting from this Screening Information Request (SIR).

B.3 PRODUCTIVE LABOR HOURS

For purposes of this contract, the Government will pay only for productive direct labor hours, which are those hours expended by Contractor personnel in performing work under the scope of this contract. This does not include sick leave, vacation, holidays, jury duty, military leave, or any other kind of administrative leave. “Productive direct labor hours” include hours expended by the Contractor on matters related to contract management and administration only to the extent those such hours are specifically excluded from indirect rates in accordance with the Contractor’s usual accounting practices.

B.4 SUPPLIES/SERVICES TO BE RENDERED AND PRICES

The FAA anticipates that performance under this contract will require the labor categories specified below. Please provide the applicable hourly rate for each labor category listed.

Base Year: Date of Award (DOA) – 12 Months Thereafter

CLIN	Description	Estimated # of Hours	Unit Price	Extended Price
0001	Program Manager III	1850		
0002	Senior Software Engineer	1850		
	Senior Software Engineer	1850		
	Senior Software Engineer	1850		
0003	Software Engineer III	1850		
	Software Engineer III	1850		
	Software Engineer III	1850		
	Software Engineer III	1850		
0004	Senior Analyst	1850		
0005	Analyst III	1850		
0006	Other Direct Costs (ODCs)*			
	Travel**			\$5,000.00
	Hardware/Software***			\$20,000.00
	Materials/Supplies/Other Direct Costs****			\$5,000.00

Option Year One: 12 Months After DOA – 24 Months Thereafter

CLIN	Description	Estimated # of Hours	Unit Price	Extended Price
1001	Program Manager III	1850		
1002	Senior Software Engineer	1850		
	Senior Software Engineer	1850		

	Senior Software Engineer	1850		
1003	Software Engineer III	1850		
	Software Engineer III	1850		
	Software Engineer III	1850		
	Software Engineer III	1850		
1004	Senior Analyst	1850		
1005	Analyst III	1850		
1006	Other Direct Costs (ODCs)*			
	Travel**			\$5,000.00
	Hardware/Software***			\$20,000.00
	Materials/Supplies/Other Direct Costs*****			\$5,000.00

Option Year Two: 24 Months After DOA – 36 Months Thereafter

CLIN	Description	Estimated # of Hours	Unit Price	Extended Price
2001	Program Manager III	1850		
2002	Senior Software Engineer	1850		
	Senior Software Engineer	1850		
	Senior Software Engineer	1850		
2003	Software Engineer III	1850		
	Software Engineer III	1850		
	Software Engineer III	1850		
	Software Engineer III	1850		
2004	Senior Analyst	1850		
2005	Analyst III	1850		
2006	Other Direct Costs (ODCs)*			
	Travel**			\$5,000.00
	Hardware/Software***			\$20,000.00
	Materials/Supplies/Other Direct Costs*****			\$5,000.00

Option Year Three: 36 Months After DOA – 48 Months Thereafter

CLIN	Description	Estimated # of Hours	Unit Price	Extended Price
3001	Program Manager III	1850		
3002	Senior Software Engineer	1850		
	Senior Software Engineer	1850		
	Senior Software Engineer	1850		
3003	Software Engineer III	1850		
	Software Engineer III	1850		
	Software Engineer III	1850		
	Software Engineer III	1850		
3004	Senior Analyst	1850		
3005	Analyst III	1850		
3006	Other Direct Costs (ODCs)*			
	Travel**			\$5,000.00
	Hardware/Software***			\$20,000.00
	Materials/Supplies/Other Direct Costs*****			\$5,000.00

* Total ODCs shall not exceed \$30,000.00 for any Option Year.

** 2 trips at \$2,500/trip

*** Development support software tools, licenses, hardware refresh

**** Copy, printing, binding, documentation

ESTIMATES ARE FOR PURPOSES OF EVALUATION ONLY.

**THE FAA RESERVES THE RIGHT TO REQUEST A COST BUILD-UP OF PROPOSED
LABOR RATES SHOULD IT BE DETERMINED THAT THIS WOULD BE IN THE BEST
INTEREST OF THE GOVERNMENT.**

PART I – SECTION C STATEMENT OF WORK (SOW)

1. BACKGROUND

IACRA is a web-based enterprise application that provides functionality to minimize the necessity of paper airman certification/rating application forms such as the 8710. IACRA electronically captures and validates airman information required to complete the airman application and the other certification documents including the appropriate temporary airman certificate and knowledge test results. It integrates critical elements of multiple FAA program databases. IACRA automatically ensures that applicants meet regulatory and policy requirements, and it uses digital signatures throughout the certification process which brings the application in compliance with the Government Paperwork Elimination Act. The IACRA system design allows a Certifying Officer with digital signature authority to have applications and ratings collected and validated in real-time, with checks against the Registry and other FAA databases. FAA, designees, and return users can be validated immediately.

Proof of Concept

An IACRA proof of concept was originally developed in order to demonstrate the viability of a web-based approach. The proof of concept consisted of a security front-end that allowed a beta user access to the ACRA database via the Internet. Citrix software was initially used as the web interface. As the product matured, Citrix was replaced with the ASP.Net architecture as the technology platform and IACRA replaced ACRA.

Functionally

The IACRA system design allows a Designated Examiner with digital signature authority to have applications and ratings collected and validated in real-time, with checks against the Registry and other FAA databases. Certificates can be validated immediately.

Technically

IACRA runs on a centralized server, accessible through the Internet. The web-based architecture provides access to the application by the public. This approach facilitates single source data entry by the applicant and the examiner, and it facilitates integration with other FAA, and eventually, other governmental databases.

2. OBJECTIVE

The objective of this work is to perform continued design and development, integration, and technical support for the fielded IACRA version with digital signature. Design and development include the front-end registration module, the 141 School Internet Test Delivery (ITD) module, and web page development and maintenance. Integration efforts also consist of other FAA databases that will ultimately result in a data source whose whole is greater than the sum of its parts with regards to a single consolidated, comprehensive flow of certification information to the registry. Technical support includes a formal test program, technical writing services, and program management.

3. APPROACH

The IACRA production version consists of Windows2003, IIS Web and SQL 2005 Servers where the user accesses the application via the Internet. These were chosen as a technology solution for IACRA since they are much more maintainable and scalable, and they provide more opportunity for

integration. As a production system, IACRA could eventually become accessible through personal handheld devices as well. The IACRA approach offers several advantages, including:

- The application is accessible through an internet browser. This architecture facilitates separate data entry by the applicant and the examiner.
- Facilitation of integration with other FAA and governmental systems is critical
- Facilitation of greater use of digital signature thus complying with the Government Paperwork Elimination Act.

AVS requires a contractor with sufficient technical qualifications and experience to support it in all aspects of the operation and support of the Integrated Airman Certification and Registration Application (IACRA). This is an operational AVS information system that simplifies the ability of Aviation Safety Inspectors/Designated Examiners, to provide accurate certification applications to the Airman Registry. Detailed descriptions of the types of professional services required by the AVS are provided in the sections that follow.

All automation systems require development, implementation and operational support. The IACRA development and deployment team require staff including database analysts, developers, documentation/online publications specialists, a testing/quality assurance function and Technical Management.

4. WORK TO BE PERFORMED

The services to be provided under this contract shall be composed of work in the following task areas:

1. Continue Design and Development of IACRA
2. IACRA integration with other FAA programs as deemed by the COTR
3. Technical Support
4. Maintain the IACRA Training Server

A narrative description of each task area is explained in the subsections below.

4.1 Design and Development

Activities for this task include:

- Design and Development of the Application (will be developing enterprise application systems in Microsoft ASP.NET, VB.NET, C#, Microsoft SQL Server 2000/2005, Enterprise, to include developing DTS packages, Store procedures, Views and Triggers)
- Redesign the Digital Signature
- Continued development of paths as assigned and to meet Title 14 CFR (Code of Federal Regulations) Part 61, FAA Orders 8900.1, 8900.2 and Rulemaking

4.1.1 IACRA User Registration

The on-line registration will be updated with each new certification path and user type as required. Enhancement will be on-going for usability and maintainability. This functionality will be offered to the public via the internet.

4.1.2 IACRA Web Page Development and Maintenance

Content Development/Design

The IACRA web page provides the user with the information necessary to understand how to register and complete an FAA form 8710, and who to call when assistance is required. In addition, there are several user aids required to be on-line for common issues.

Hardware/Software

Web page support software may be required to support the IACRA Web Page in order to be in compliance with current security requirements. Internet address and domain names are currently in use.

Web page on-going tasks:

- A frequently asked questions (FAQ) section will be updated with each release and regularly maintained to provide answers to common questions.
- Contact methods and addresses will be available for the AVS Support Central team.
- Regular review and maintenance will be performed on the IACRA Web page, as required, in order to ensure the stability and integrity of the site. Section 508 requirements apply, along with FAA web branding.

4.1.3 Support IACRA Administrator tools

The contractor shall support the design, development and maintenance of IACRA Administrator tools as required by the COTR.

Registration Module Administrator tool

Support for Registration is performed through an administration tool allowing the system administrators, the AVS support desk, and others as designated by the COTR to perform due diligence on user errors.

Training Server Administrator tool

Support for the Training server will be performed through an administration tool allowing the system administrator and AVS support desk to create training data, purge training data, and reset training scenarios.

4.2 IACRA Integration

Activities for this task include:

4.2.1 Registry Interface

The Registry is the “data of record” for airman certification. They provide blue ribbon packages to the court system for airman actions. IACRA forwards wrapped airman certification data in “work packets” nightly to the Registry server. Currently, the Registry uses an IACRA tool to printout each item for electronic scanning.

With the advent of the Registry’s RMS system, the electronic work package will be integrated into the Registry server and maintained on-line. Printouts will only be required in the preparation of court documents. The contractor shall provide an enhanced electronic interface with the Registry as required by the RMS system. This will also include having an interface with the Airmen Certification/Airmen Written Testing.

4.2.2 Programming Contractor

The contractor shall coordinate with the COTR and support the IACRA application, to include but not limited to:

- Support for IACRA application, Registry interface and development environments (development, test, and staging).
- Assist in PTRS upload as required
- Review of IACRA application development documentation, as requested
- Support in IACRA application testing, bug identification, and version release FTP package

4.2.3 IACRA integration

A highly desirable feature of the IACRA Architecture is that it facilitates integration with other FAA critical applications. There is great potential to streamline the Airman Certification Process, reduce duplicate data and effort, and improve aviation safety. Therefore, this task will continue support with current integration efforts and investigate integration opportunities with other FAA applications. As designated by the COTR, the contractor shall investigate the benefits and feasibility of including specific features or programs in the IACRA application. The Contractor responsible for programming IACRA shall be responsible for coding the interface. The Contractor responsible for systems engineering and integration will monitor and provide input during this analysis, including SQL and IIS expertise.

4.3 Technical Support

Activities for this task include:

4.3.1 System Engineering/Database Support

The contractor shall serve in the overall Systems Engineering Role during the continued design and development of IACRA. The contractor shall provide database support during the design and development of IACRA. Activities include but are not limited to:

- Development/test/staging server maintenance including system administration
- IACRA database normalization, as required
- Support of stored procedures and triggers
- Preparation of the AQS-250 FTP package to move releases to production

4.3.2 System Testing/Quality Assurance

IACRA testing verifies that the IACRA application and ATS components are high quality products that meet the needs of the business community. The contractor shall provide a testing capability that ensures that system components and modules operate together as an integrated whole.

- Provide testing procedures and checklists
- Review development unit testing results
- Perform life cycle testing
- Identify and communicate defects, issues and risks
- Create regression testing scripts
- Provide Section 508 testing

4.3.3 Documentation

IACRA user documentation will be provided to the user community via the IACRA website. The Contractor responsible for programming will provide IACRA User documentation. This task also

entails the development of IACRA project documentation to support program modules and activities per the SDLC under the direction of the COTR.

4.3.4. Project Management

This task entails the management of the IACRA program covering both reporting and technical activities.

Monthly Status Report

The contractor shall provide the contracting officers technical representative (COTR) with written, monthly status reports, in a format to be provided by the COTR at the time of the post-award conference. These reports shall document progress made, shortfalls, issues encountered, and deliverables made, number and category of hours expended, balance left on the contract, and any modifications in the CLINs from the original task order.

Support Agency request for information

Periodically the COTR for IACRA representing the FAA will request programmatic and planning information concerning application development. Response to questions, white papers and briefings may be required in order for the FAA to plan resource and funding levels.

4.3.5 Digital Signature Capability

IACRA incorporates digital signature functionality. The contractor shall manage the digital signature solution on any enhancements or changes required in the software or digital signature process, as designated by the COTR.

5. DELIVERABLES

Task deliverables shall also be presented to the COTR for comment and review in draft form before being published. When automated tools are used to prepare project deliverables, the contractor shall provide the COTR with electronic media copies of deliverables, in addition to hard copy.

Table 1-Deliverables and Due Dates

	PRODUCT/SERVICES/DELIVERABLES	DUE DATES
Task 1	IACRA Web Page Updates	As directed by the COTR
Task 2	Registry Print Utility tool software enhancements	As directed by the COTR
Task 2	Integration Analysis and Implementation Plan for Integration of companion databases.	On-going and as directed by the COTR
Task 3	Defect Tracking Report	Weekly beginning the 15th after the post-award conference.
Task 3	IACRA Project Management Plan	30 calendar days after project post-award conference.
Task 3	Monthly Status Reports	Beginning the 15th of the month following the post award conference and the 15 th of each month thereafter.
Task 3	Respond to COTR/Agency Requests for Information	As Directed by the COTR
Task 3	IACRA release notes	10 calendar days before rollout implementations

6. LOCATION OF WORK PERFORMANCE

Work for this phase of the project will be performed at the contractor site.

7. GOVERNMENT FACILITIES

The FAA shall provide contractor personnel with government identification cards as required, in order to gain access to the government facilities. The contractor personnel shall cooperate fully with all background investigation or bonding procedures that are customarily required for FAA facility access privileges.

PART I – SECTION D
PACKAGING AND MARKING

D.1 PACKING AND PACKAGING

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

D.2 MARKING OF DELIVERABLES

In addition to information provided with shipping instructions, all deliverables shall be marked on the outside of the packaging with the following:

- a. FAA contract number;
- b. Contractor's name and address; and
- c. List of contents.

D.3 MARKING OF REPORTS

The Contractor must mark all reports as follows:

- a. Report Title
- b. Contract number
- c. Date
- d. Distribution

PART I – SECTION E
INSPECTION AND ACCEPTANCE

E.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-5 Inspection – Time-and-Material and Labor-Hour (April 1996)

E.2 INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR), listed in Section G.2 as the CO's duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all supplies/services to be provided.
- (b) Inspection, review or the anticipation of acceptance/approval of a contract item in the course of its preparation must not be construed as assurance of acceptance of the finished product.
- (c) The deliverables cited in Section F.6 shall be delivered to the COTR on or before the due dates. The COTR shall have five business days to inspect the work and either report deficiencies or accept the deliverable. The contractor shall then have five business days to correct any identified deficiencies and re-deliver to the Government.

PART I – SECTION F
DELIVERIES OR PERFORMANCE

F.1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-24 Notice of Delay (February 2009)

F.2 3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

F.3 3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years and six months.

(End of clause)

F.4 3.3.1-36 Availability of Funds – Option Periods under a Continuing Resolution (April 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

F.5 PERIOD OF PERFORMANCE

The period of performance shall be one year from the date of award, with three one-year option periods:

Base Year: Date of Award (DOA) – 12 Months Thereafter
 Option Year 1: 12 Months after DOA – 24 Months Thereafter
 Option Year 2: 24 Months after DOA – 36 Months Thereafter
 Option Year 3: 36 Months after DOA – 48 Months Thereafter

F.6 PLACE OF PERFORMANCE

Services will be performed at a government facility or at an authorized contractor site, as appropriate to the particular activity. The Contractor may travel to other government sites. The COTR will approve travel sites and dates in advance. Travel sites are subject to change based on project priorities. The following are approved government sites:

Federal Aviation Administration
 Orville Wright Building
 800 Independence Avenue, S.W.
 Washington, DC 20591

Federal Aviation Administration
 Mike Monroney Aeronautical Center
 6500 S. MacArthur Blvd.
 Oklahoma City, OK 73169

F.7 PERFORMANCE OF WORK AT GOVERNMENT FACILITIES

Any of the work under this contract which is performed by the Contractor or any of its subcontractors on premises under Government control is subject to all provisions of this contract governing such work and the following: (a) all Contractor personnel must, at all times conspicuously display a distinctive badge provided by DOT/FAA or the Contractor, identifying such personnel as employees of the Contractor, and must observe such security regulations as are in effect for the particular premises involved; (b) the Contractor agrees that this is a non-personal services contract; that, for all the purposes of the contract, the Contractor is not, nor must it hold itself out to be, an agent or partner of, or in joint venture with the Government; and that it must neither supervise nor accept supervision from Government employees; (c) the Contractor must designate to the Contracting Officer, in writing, an on-the-premises representative to serve as the point of contact for the Contracting Officer and COTR; (d) performance of work on Government premises must be confined to the area(s) specified by the Contracting Officer and/or COTR.

F.8 DELIVERABLES

As required, the Contractor will provide the deliverables as indicated in this section.

Task deliverables shall be presented to the COTR for comment and review in draft form before being published. When automated tools are used to prepare project deliverables, the contractor shall provide the COTR with electronic media copies of deliverables, in addition to hard copy.

Table 1-Deliverables and Due Dates

	PRODUCT/SERVICES/DELIVERABLES	DUE DATES
Task 1	IACRA Web Page Updates	As directed by the COTR
Task 2	Registry Print Utility tool software enhancements	As directed by the COTR
Task 2	Integration Analysis and Implementation Plan for	On-going and as directed by the

	Integration of companion databases.	COTR
Task 3	Defect Tracking Report	Weekly beginning the 15th after the post-award conference.
Task 3	IACRA Project Management Plan	30 calendar days after project post-award conference.
Task 3	Monthly Status Reports	Beginning the 15th of the month following the post award conference and the 15 th of each month thereafter.
Task 3	Respond to COTR/Agency Requests for Information	As Directed by the COTR
Task 3	IACRA release notes	10 calendar days before rollout implementations

SUBCONTRACTING REPORTS

The Contractor must submit Subcontracting Reports in accordance with contract Section I Clause 3.6.1-4 “Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan.” This report must be submitted to the FAA Contracting Officer and to the FAA Office of Small and Disadvantaged Business Utilization (OSDBU) at Fred.Dendy@faa.gov.

PART I – SECTION G
CONTRACT ADMINISTRATION DATA

G.1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

G.2 CONTRACT ADMINISTRATION

Contracting Officer:

FEDERAL AVIATION ADMINISTRATION
Attn: Pamela Davis, AJA-482
800 Independence Avenue, S.W. Room 402
Washington, DC 20591
Phone (202) 267- 8068

Contract Specialist:

FEDERAL AVIATION ADMINISTRATION
Attn: Jacqueline Naranjo, AJA-482
800 Independence Avenue, S.W. Room 402
Washington, DC 20591
Phone: (202) 267-3163

Contracting Officer's Technical Representative (COTR)

FEDERAL AVIATION ADMINISTRATION
Attn: Oliver Jaksons, AQS-230
4419 Airport Way
Fairbanks, AK 99709
Phone: (907) 457-9227

The COTR is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the Contractor must contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the

contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request must take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification. (See also section G.2 below.)

G.3 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification must be made in writing to the CO.

G.4 PROCEDURES FOR SUBMISSION OF INVOICES

The Contractor must submit invoices no more frequently than monthly. The Contractor must place the following statement on each invoice, signed by an authorized company representative:

“This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.”

*Signature of Contractor's
Authorized Representative*

Date of Invoice

The invoice package must include a properly completed commercial invoice. For each invoice submitted for payment, the contractor must include the contract number, invoice number, and the Project Data and Accounting Information for each contract line item number (CLIN) contained in the instant request for payment. Project Data and Accounting Information is included for each contract line item number (CLIN) in the schedule for equipment and/or services in the award document. If the Project Data and Accounting Information is the same for all CLIN's, the contractor may capture the data only once on the invoice. However, if the Project Data and Accounting Information are different for any of the CLIN's in the award schedule, the contractor must identify the appropriate Project Data and Accounting Information along with the CLIN and CLIN invoice amount for each CLIN, which has different data. Invoices submitted without the benefit of this data will be considered incomplete and may result in rejection of the request for payment. One (1) copy of each invoice, so assembled, must be delivered to the FAA Contract Specialist, marked “Contracting Specialist's Original Copy,” and three (3) copies of each invoice shall be delivered to the FAA's accounting division, one of which is marked “Accounting Division Original Copy,” in accordance with the FAA billing procedures. Addresses for concurrent distribution are as follows:

Contract Specialist:

Federal Aviation Administration
Attn: Jacqueline Naranjo, AJA-482
800 Independence Avenue, S.W. Rm. 400W
Washington, DC 20591

Accounting Division:

Federal Aviation Administration
Accounts Payable Branch (AMZ-110)
P.O. Box 25710
Oklahoma City, OK 73125

The Contracting Officer will authorize payments in amounts determined to be allowable in accordance with the Federal Aviation Administration “Contract Cost Principles” at AMS 3.3.2-1.

G.5 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence submitted under this contract must be subject to the following procedures (except for invoices and deliverable items):

(a) All correspondence relative to this contract must be addressed to the Contracting Officer, AJA-482. Correspondence of a technical nature must include an information copy addressed to the Contracting Officer's Technical Representative (COTR).

G.6 RELEASE OF GOVERNMENT OBLIGATION

The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, must execute and deliver, at the time as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- a. Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement, by the Contractor.
- b. Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

G.7 REPORTS OF PROBLEMS

The Contractor must bring actual or potential problems to the attention of the Contracting Officer and/or COTR as soon as they are known. Oral reports must be followed by written narrative reports to the Contracting Officer within 5 working days.

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 AMS 3.1.9-1 Electronic Commerce and Signature (July 2007)

- (a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between
- i. Contracts written on paper and contracts in electronic form;
 - ii. Pen-and-ink signatures and electronic signatures; and
 - iii. Other legally-required written records and the same information in electronic form.
- (b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.
- (c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic mail and electronic bulletin boards.
- (d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are official correspondence, contract modifications, and all other contract actions.
- (e) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology: digital signatures.
- (f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

H.2 AMS 3.8.2-17 Key Personnel and Facilities (July 1996)

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.
- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
- (d) The key personnel and/or facilities under this contract are:

<u>Labor Category</u>	<u>Name of Personnel</u>
Program Manager III	TBD
Senior Software Engineer	TBD
Senior Software Engineer	TBD

Senior Software Engineer	TBD
Software Engineer III	TBD
Software Engineer III	TBD
Software Engineer III	TBD
Software Engineer III	TBD
Senior Analyst	TBD
Analyst III	TBD

(End of clause)

H.3 AMS 3.8.2-22 Substitution or Addition Of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 60 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 30 days (if a security clearance must be obtained, at least 60 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

H.4 KEY PERSONNEL DESCRIPTIONS

The Key Personnel for this procurement are: Program Manager III, Senior Software Engineer, Software Engineer III, Senior Analyst, and Analyst III. Following are the descriptions and required qualifications for each Key Personnel labor category:

Program Manager III

Position Description: Responsible for business and financial, programmatic and administrative aspects of project performance (i.e., contractual, administrative, deliverables management, program performance metrics and financial management). Manages and supervises personnel involved in relevant areas of project activity. Supports the program in the program/project organization and metrics gathering and analysis. Establishes and maintains technical and financial reports in order to show progress to FAA Program Manager, and other required government program authorities (i.e., management and clients). Maintains client contact to ensure conformity to all contractual obligations. Supports the development, maintenance, and implementation of work order management plans; a document that guides the performance of all functional activities performed on the individual work orders. Monitors and reports on program progress relative to program plans, (i.e., planned vs. actual), with respect to programmatic and financial baselines. Other duties as assigned by the FAA Program Manager.

Experience Requirement(s): Must have 20 years of experience in a related field including supervisory or management experience.

Education Requirement(s): BA/BS Degree or the equivalent years in experience.

Senior Software Engineer

Position Description: Investigate, analyze, plan, design, develop, implement, test, and/or evaluate web applications. Review and prepare software engineering and technical analyses, reports, change proposals, and other technical documentation. Applies web development expertise to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates automated data processing software related to functional requirements of software systems, associated support systems, or management information systems.

Experience Requirement(s): Must have 10 years of applicable experience.

Education Requirement(s): Advanced Degree or the equivalent years in experience.

Software Engineer III

Position Description: Investigate, analyze, plan, design, develop, implement, test, or evaluate computer and software tasks. Reviews and prepares application and technical analysis reports, change proposals, and other technical documentation. Applies web development expertise to perform functions such as computer system architecture design, computer system integration, computer and telecommunications configuration management, and quality assurance testing. Analyzes, designs, develops, implements, and test automated data processing software related to engineering or functional requirements of computer and web application systems and associated support systems. Responsible for developing project plans, justifications, guidelines, and controls.

Experience Requirement(s): Must have 6 years of applicable experience.

Education Requirement(s): BA/BS Degree or the equivalent years in experience.

Senior Analyst

Position Description: Researches and analyzes information requirements. Evaluates analytically and systematically problems of workflow, organization, and planning and develops appropriate corrective solutions. Applies business process improvement practices, to reengineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, and methods and performance measurement techniques. Assists in establishing standards for information procedures. Develops and applies program wide information models for use in designing and building integrated, shared web-based software and database management systems. Recommends sound, logical business improvement opportunities consistent with the configuration information management guiding principles, cost savings, and program objectives.

Experience Requirement(s): Must have 7 years of applicable experience.

Education Requirement(s): Advanced Degree or the equivalent years in experience.

Analyst III

Position Description: Applies logical analyses or tests, and evaluates all software development activities within the contractual scope. Performs comprehensive analyses of hardware/software concepts, designs and test requirements. Reviews, analyzes, integrates and conducts test and evaluation of contractor or Government generated source data and develops interim documentation. Performs system concept formulation, system design analysis and subsystems design analysis. Responsible for segments or phases of broader, more complex projects. As a result of the above functions, a Secret clearance may be required for the position.

Experience Requirement(s): Must have 5 years of applicable experience.

Education Requirement(s): BA/BS Degree or the equivalent years in experience.

H.5 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS

The Contractor must provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor must not provide technical direction or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts must not be binding on other Government contractors. The Contractor must not take any action with respect to other contractors that causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provision of this contract.

H.6 ACCESS TO GOVERNMENT FACILITIES

Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site shall be coordinated with COTR.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel must be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor must require that all Contractor personnel who perform work at FAA facilities wear identifications badges, which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, the Contractor will be advised in writing by the Contracting Officer, and access to FAA facilities may be denied for that employee.

H.7 EMPLOYEE TERMINATION

(a) Contractor Personnel: The Contractor must notify the CO immediately whenever an employee performing work under this contract terminates employment. The Contractor must be responsible for returning, or ensuring that the employee returns all DOT-issued contractor/employee identification and all other DOT property.

(b) Government Personnel: If Government personnel obtain identification cards from the Contractor, the identification cards should be returned upon the completion of assignment or departure from the FAA, whichever comes first. The FAA will establish procedures for controlling Government personnel with access to Contractor's facilities.

H.8 CONFIDENTIALITY OF DATA AND INFORMATION

The Contractor and any consultants in the performance of this contract may have a need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and any consultants should abide by any restrictive use conditions on such data and not:

- Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and
- Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault of the Contractor.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of

such company-to-company agreements shall be furnished promptly to the Contracting Officer for the Government's information. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the agreement or from the Government shall be protected from unauthorized use of disclosure to any individual, corporation, or organization so long as it remains proprietary.

The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and/or information, and in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls in to the public domain through no action or fault of the Contractor or employee.

The Contractor agrees to hold the Government harmless and to indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, consultants, or other agents of any kind.

The Contractor agrees to include to the substance of this provision in all subcontracts, including consultant and lecturer subcontracts, awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely, written, advance notice of these and any other extenuating circumstances.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all data and information obtained from the Government, including all copies, modification, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from other companies shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations thereof of data or information, which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data or information obtained from other sources without restriction.

Work performed under this contract may involve access to information (including but not limited to specifications, engineering requirements, cost estimates, and other sensitive data) relating to but in advance of acquisition actions. Consequently, the Contractor (including individual employees) shall not release or communicate any such information, whether oral or written, to any person except FAA personnel; employees of the Contractor with a "need to know"; and such other personnel as may be designated in writing by the Contracting Officer.

H.9 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled shall observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday.

H.10 NON-PERSONAL SERVICES

The Contractor agrees that this is a non-personal service contract. For the purposes of the contract the Contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with, the Government; and that the Contractor shall neither supervise, nor accept supervision from, Government employees.

No personal services shall be performed under this Contract. No contractor employee will be directly supervised by the Government. All individual contractor assignments, and daily work direction shall be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in anyway change the contract.

Pursuant to AMS 3.8., the CO may waive this provision to the extent that individual work orders may require Personal Services, provided that the required FAA approvals are obtained prior to the performance of the services.

PART II - SECTION I CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-1	Exclusion from Future Agency Contracts (August 1997)
3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-4	Organizational Conflict of Interest (February 2009)
3.1.8-1	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (September 2000)
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
3.2.2.3-29	Integrity of Unit Prices (July 2004)
3.2.2.3-33	Order of Precedence (February 2009)
3.2.2.3-75	Requests for Contract Information (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.4-5	Allowable Cost and Payment (April 2001)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-6	Restrictions on Subcontractor Sales to the FAA (April 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-13	Contractor Code of Business Ethics and Conduct (July 2008)
3.2.5-14	Display of Hotline Poster(s) (April 2008)
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)
3.3.1-6	Discounts for Prompt Payment (April 1996)
3.3.1-7	Limitation on Withholding of Payments (April 1996)
3.3.1-10	Availability of Funds (April 1996)
3.3.1-14	Limitation of Funds (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (January 2008)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-11	Insurance – Liability to Third Persons (October 1996)
3.4.1-12	Insurance (July 1996)
3.5-1	Authorization and Consent (January 2009)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
3.5-3	Patent Indemnity (January 2009)
3.5-13	Rights in Data – General (January 2009)
3.5-20	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems (January 2009)
3.5-22	Major System – Minimum Rights (January 2009)

3.6.1-3	Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (February 2009)
3.6.1-4	Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (April 2007)
3.6.1-6	Liquidated Damages—Subcontracting Plan (September 2001)
3.6.1-7	Limitations on Subcontracting (July 2008)
3.6.1-9	Mentor Protégé Program (October 2006)
3.6.2-1	Contract Work Hours and Safety Standards Act – Overtime Compensation (September 2003)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-10	Equal Opportunity Preaward Clearance of Subcontracts (November 1997)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
3.6.2-13	Affirmative Action for Workers with Disabilities (April 2000)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)
3.6.2-16	Notice to the Government of Labor Disputes (April 1996)
3.6.2-28	Service Contract Act of 1965, as Amended (April 1996)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-37	Notification of Employees Rights Concerning Payment of Union Dues or Fees (April 2007)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.2-40	Nondisplacement of Qualified Workers (April 2009)
3.6.3-2	Clean Air and Clean Water (April 1996)
3.6.3-11	Toxic Chemical Release Reporting (April 2008)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.4-2	Buy American Act – Supplies (July 1996)
3.6.4-10	Restrictions on Certain Foreign Purchases (April 1996)
3.6.5-1	Utilization of Indian Organizations and Indian Owned Economic Enterprises (February 2009)
3.7-1	Privacy Act Notification (October 1996)
3.7-2	Privacy Act (October 1996)
3.8.2-9	Site Visit (April 1996)
3.8.2-10	Protection of Government Buildings, Equipment, and Vegetation (April 1996)
3.8.2-11	Continuity of Services (October 2008)
3.8.4-5	Government Supply Sources (April 1996)
3.9.1-1	Contract Disputes (November 2002)
3.9.1-2	Protest After Award (August 1997)
3.10.1-1	Notice of Intent to Disallow Costs (April 1996)
3.10.1-3	Penalties for Unallowable Costs (October 1996)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-14	Changes – Time and Materials or Labor Hours (April 1996)
3.10.1-25	Novation and Change-of-Name Agreements (October 2007)
3.10.2-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
3.10.2-6	Subcontracts for Commercial Items and Commercial Components (April 1996)
3.10.3-1	Definitions (April 2004)
3.10.3-2/alt2	Government Property – Basic Clause Alternate II (April 2004)
3.10.5-1	Product Improvement/Technology Enhancement (April 1996)
3.10.6-3/alt4	Termination (Cost-Reimbursement) Alternate IV (October 1996)
3.10.6-7	Excusable Delays (October 1996)
3.13-3	Printing/Copying Double-sided on Recycled Paper (July 2008)

3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.13-10	Contractor Attendance at FAA Sponsored Training (January 2003)
3.13-11	Plain Language (July 2006)
3.14-1	Security Requirements – Classified Contracts (July 2002)
3.14-3	Foreign Nationals as Contractor Employees (April 2008)
3.14-5	Sensitive Unclassified Information (SUI) (July 2008)

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.6.2-17 PAYMENT FOR OVERTIME PREMIUMS (April 1996)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

3.10.4-21 REQUIREMENTS FOR SOFTWARE MEASURES (August 1997)

(a) Software Measurements Plan

(1) Draft.

(i) Content. The Contractor shall provide a draft software measurements plan for collecting and reporting software measurement data. The plan shall include the following:

(A) a measurement definition;

(B) the measurement approach ;

(C) how data will be collected;

(D) measurement methodologies;

(E) how the data will be utilized in the Contractor's internal management of the program;

(F) issues to be addressed;

(G) the measures to be utilized;

(H) an estimation methodology;

(I) the method used to measure actual data;

(J) the data reporting format and associated mechanism

(K) a description of any tools utilized;

(L) points of contact and responsibilities;

(M) organizational communications and interfaces.

(ii) Approval. The Contractor shall submit the plan to the Contracting Officer for review and approval within 30 days after date of award. The Contracting Officer will notify the Contractor of the

approval or rejection of the plan within 15 days after receipt.

(iii) Substitute Measures. In the event that an FAA-specified measure is unavailable, the Contractor shall request a substitution in its plan. The request shall identify the substitute software measure with a data definition, rationale for the change, a description of how this measure addresses the identified issue, and a description of how this measure will be used internally. The proposed substitute software measure shall be readily available from the Contractor's software development process.

(2) Modifying the Approved Plan. After the draft software measurements plan is approved by the Contracting Officer, the Contractor shall not modify the approved plan without the prior review and approval of the Contracting Officer. The Contractor shall notify the Contracting Officer immediately of a proposed change to the software measurement parameters defined in the approved plan and provide an updated plan in writing to the Contracting Officer within 30 days of the change. The updated plan shall document the proposed changes, such as those related to definitions, estimation methodologies, or actual measurement approaches. The updated plan requires approval by the Contracting Officer.

(b) Monthly Reports. The Contractor shall submit a monthly progress report on actual data collected during the previous calendar month related to the software development. The report shall address each data item at the specified collection level on each software measure specified in the plan and use the same measurement methodology specified in the plan. The Contractor shall not report data as actuals, until the criteria for counting actuals has been successfully met. The Contractor shall submit this report to the Contracting Officer on a monthly basis, within 30 days after the data is collected.

(c) Contractor Access. The Contracting Officer may require access at reasonable times to contractor personnel, contract software records and processes from time to time to gather or validate information related to the software that is not otherwise provided under the contract. The access could be for the purpose of interviewing contractor personnel, conducting audits of the software development processes and practices, and performing other examinations related to the software development or software measures. In these instances, the Contractor shall also provide explanations and rationale for changes, answer questions, and provide clarifications regarding the measurement process and associated data and information to the product team members engaged in administering the contract. The Contractor shall contact the Contracting Officer in the event of requested access that appears to be inappropriate or unreasonable.

(End of clause)

3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

TBD

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

None

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security

requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (July 2008)

(a) It may become necessary for the Government to issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$100.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Vida Zavich, AIN-400. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the FAA headquarters must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to Vida Zavich, AIN-400 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: 800 Independence Ave., SW Washington D.C. 20591. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Vida Zavich, AIN-400. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Vida Zavich, (202) 493-5396.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment 1: Business Declaration Form

PART IV – SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
 (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.2.5-2 Independent Price Determination** (October 1996)
3.6.2-5 Certification of Non-segregated Facilities (February 2009)
3.6.3-1 Clean Air and Water Certification (April 2000)

AMS 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country)

(End of provision)

AMS 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following person(s) are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

AMS 3.2.2.3-23 PLACE OF PERFORMANCE (JULY 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____
 TIN _____

(End of provision)

AMS 3.2.2.3-76 REPRESENTATION – RELEASE OF CONTRACT INFORMATION (JULY 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)[] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)[] You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that [] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

(End of Provision)

AMS 3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FEBRUARY 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any

delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.2.3-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (April 2009)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified as the following subsections I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this Screening Information Request (SIR), except contracts in which the price negotiated is based on

(1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or

(2) prices set by law or regulation, will be subject to the requirements of CAS rules, except for those contracts which are exempt as specified in CAS rules.

(b) Any offeror submitting an offer which, if accepted, will result in a contract subject to the requirements of CAS rules must, as a condition of contracting, submit a Disclosure Statement as required by CAS rules. The Disclosure Statement must be submitted as a part of the offer under this SIR unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this offer. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing offers or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Contracting Officer (CO), and (ii) One copy to the cognizant contract auditor. (Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant CO.)

Date of Disclosure Statement _____

Name and Address of Cognizant ACO where filed _____

The offeror further certifies that practices used in estimating costs in pricing this offer are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant CO where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this offer are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this offer, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with CAS rules, the offeror is not yet required to submit a Disclosure Statement.

The offeror further certifies that if an award resulting from this offer has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with offers submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of CAS rules and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of CAS rules and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this offer was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this offer is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

___ Yes ___ No

(End of provision)

AMS 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APRIL 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, Offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

AMS 3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JANUARY 2009)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause at AMS 3.5-15, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)--

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should the contract be awarded to the offeror.

(End of provision)

AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

AMS 3.6.3-5 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL FOR DESIGNATED ITEMS TO BE USED IN THE PERFORMANCE OF THE CONTRACT (JULY 2008)

(a) Definitions. As used in this clause:

(1) "Post consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of "recovered material content."

(2) "Recovered material content" means waste materials and by-products which have been recovered or diverted from solid waste including post consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) By signing this offer, the offeror estimates that the total percentage(s) of recovered material content for EPA Designated Items (see 40 CFR, Chapter 1, Subchapter I) delivered and/or to be used in the products and services provided under the terms and specifications set forth in this screening information request must be as follows:

Item Estimated percentage
of recovered material content*

_____	_____
_____	_____
_____	_____

*In addition, for paper products, include the percentage of post consumer material.

(b) Prospective offerors are cautioned that the Government will conclude that the percentage(s) of recovered material content delivered and/or to be used in products and services provided under any resulting contract will be '0%' if the estimate(s) requested in this solicitation provision are left blank.

(c) Prospective offerors are further cautioned that estimated percentage(s) of recovered material content to be delivered and/or to be used in products and services provided under any resulting contract that are less than the requirements set forth in this solicitation may render a prospective offeror's offer nonresponsive.

(End of provision)

AMS 3.6.3-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JULY 2008)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; ; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

- (a) Major group code 10 (except 1011, 1081, and 1094).
- (b) Major group code 12 (except 1241).
- (c) Major group code 20 through 39.
- (d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).
- (e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or
- ___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

AMS 3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JULY 1996)

- (a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

_____	_____
_____	_____
_____	_____

[list as necessary]

- (b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

3.8.2-18 CERTIFICATION OF DATA (October 1996)

- (a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

- (c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

AMS BUSINESS DECLARATION

In addition to the requirements specified in Section K, the Offeror must complete and submit the attached Business Declaration Form (Attachment 1) to the Government.

PART IV—SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-3 Affiliated Offerors** (July 2004)
- 3.2.2.3-6 Submittals in the English Language** (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency** (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offerors** (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparing Offers** (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations** (February 2009)
- 3.2.2.3-19 Contract Award** (July 2004)
- 3.2.2.3-20 Electronic Offers** (July 2004)
- 3.2.2.3-31 Facilities Capital Cost of Money** (July 2004)
- 3.2.2.3-72 Announcing Competing Offerors** (July 2004)
- 3.6.2-15 Evaluation of Compensation for Professional Employees** (April 1996)
- 3.13-4 Contractor Identification Number – Data Universal Numbering System (DUNS) Number** (April 2006)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within 120 calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a time-and-materials (T&M) type contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- (a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute

resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests

by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

3.10.4-20 Software Measures Proposal Requirement (February 2009)

The offeror shall provide historical data regarding software development from at least three prime contracts or subcontracts awarded to and completed by the offeror to demonstrate the offeror's capability to perform the software requirements of the contract. This information will be evaluated as part of the Past Performance screening criteria set forth in Section M. The technical characteristics of the historical programs shall be similar to the proposed system with respect to domain, size, and complexity. If the offeror does not have experience within these criteria, data from other completed programs shall be provided. The data shall include measures of size, schedule, effort, cost, and productivity by work breakdown structure element. Any models and methodologies used shall be documented for each historical program to a sufficient level of detail to allow replication by the evaluation team.

(End of provision)

L.1 North American Industry Classification System (NAICS) CODE

(a) The NAICS Code applicable for the predominant overall effort that will be required for performance of the contract is 541618 – Other Management Consulting Services.

(b) Please note that the FAA determines only the NAICS codes that apply to the Prime Contractor. It is the Prime Contractor's responsibility to determine the NAICS code or codes that apply to specific subcontracts.

L.2 TIME, DATE, PLACE, AND SUBMISSION OF PROPOSALS

L.2.1 MAILING/DELIVERY ADDRESS – Proposals must be either U.S. mailed, hand-delivered, delivered by courier or Express Mail to the following address:

Federal Aviation Administration
ATTN: Jacqueline Naranjo, Contract Specialist
Orville Wright Building (FOB-10A)
800 Independence Avenue, S.W.
AJA-482, Room 400W
Washington, D.C. 20591
Telephone Number (202) 267-3163

Pick-up for hand delivered proposals will be in the lobby of building FOB-10A. A hand receipt (original and copy) will accompany hand delivered proposals. Please call in advance for pick-up and again upon arrival in the lobby. **ELECTRONIC AND FACSIMILE OFFERS WILL NOT BE ACCEPTED.**

L.2.2 WRITTEN INQUIRIES

Information concerning this SIR or request for clarification shall be provided in writing, via email, to the Contract Specialist, Jacqueline Naranjo, with a cc to Pamela Davis, the Contracting Officer, by **3:00 P.M. Eastern Time no later than July 29, 2009.** Written inquiries will be answered in writing and e-mailed to all potential offerors. Sources of the questions will not be identified. Written requests received by the addressee after the specified time and date will be handled with the provisions under AMS 3.2.2.3-14, Late Submissions, Modifications, and Withdrawals of Submittals

L.2.3 TIME AND DATE - **Proposals must be received no later than 12:00 pm Eastern Time on August 12, 2009.**

L.2.4 PROPOSAL SUBMISSION - Offerors assume the full responsibility of ensuring that proposals are received at the place and by the date and time specified above.

L.3 EXPENSES RELATED TO OFFEROR SUBMISSIONS

This SIR does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.4 RESPONSIBLE PROSPECTIVE CONTRACTORS

Notwithstanding the evaluation methodology outlined in this SIR, the Contracting Officer prior to the award of any resultant contract must also find an Offeror responsible. As a minimum, to be determined responsible a prospective contractor must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all other commercial and Government business commitments;
- (c) Have a satisfactory record of integrity and business ethics;
- (d) Have a satisfactory performance record;
- (e) Have the necessary organization, experience, accounting and operational controls, or the ability to obtain them; and
- (f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

L.5 DISCUSSIONS WITH OFFERORS AFTER CLOSING DATE OF SIR

The FAA reserves the right to conduct discussions with a specific Offeror only, or with all Offerors, as circumstances warrant.

L.5.1 Communication with potential Offerors may take place throughout the source selection process. The purpose of communications is to ensure there are mutual understandings between FAA and the Offerors on all aspects of the procurement. Information disclosed as a result of oral or written communication with an Offeror may be considered in the evaluation of an Offeror's submittal(s).

L.5.2 To ensure that Offerors fully understand the intent of the SIR (and FAA's needs stated therein), the FAA may hold one-on-one meetings with individual Offerors as it pertains to their Offer. One-on-one communications may continue throughout the process, as required, at the FAA's discretion. Communications with one Offeror may not necessitate communications with other Offerors.

L.6 COMPLIANCE WITH INSTRUCTIONS

When evaluating an Offeror's capability to perform the prospective contract, the FAA will also consider compliance with the instructions included in the SIR. The FAA will consider an Offeror's noncompliance with all instructions as indicative of conduct the FAA may expect from the Offeror during contract performance.

L.7 OFFEROR STATEMENTS

Offerors are cautioned as to the veracity of statements, promises or offers made in the proposal. The FAA reserves the right to contractually invoke any statements, promises, or offers of any kind made during the evaluation process through the creation of one or more Section H clauses in order to bind the Offeror to any specific representation made to the FAA.

L.8 CHANCE FOR CONTRACT AWARD

If at any point during the evaluation of Offers, the FAA concludes based on information submitted by an Offeror orally or in writing that the Offeror does not have a reasonable chance for contract award, then that Offeror will be rendered no longer eligible for award and will be eliminated from further consideration. Any Offeror eliminated from further consideration will be officially notified in writing.

L.9 GENERAL SIR INSTRUCTION

L.9.1 Replies to this SIR must follow the outlines and/or instructions concerning format given in this paragraph, as well as other paragraphs of Section L.

L.9.2 Offerors must submit factual, complete and accurate written information as requested in the SIR, to provide a basis for sound evaluation by the FAA. Proposals should be specific in order to provide the FAA evaluators with information to be able to judge the technical ability of the Offeror to perform the requirement. Proposals that merely paraphrase Section C of the SIR, or which use nonspecific phrases such as "in accordance with standard procedures" or "well known techniques" will be considered unacceptable.

L.9.3 Omission of, or a sketchy response to, the requirements of this solicitation may render a proposal incomplete as it relates to the requirements of the solicitation, and therefore may cause it to be found unacceptable for further consideration.

L.10 SPECIFIC SIR INSTRUCTIONS

L.10.1 SUBMISSION OF OFFER AND OTHER INFORMATION

In response to this SIR, each Offeror must submit each item listed in Section L.12 "Proposal Contents."

VOLUME	TITLE	PAGE LIMIT
Volume I	Technical Proposal	30 pages
	Résumés for Proposed Personnel	2 pages/résumé
	Past Performance/Relevant Experience	20 pages
Volume II	Cost Proposal - Completed SIR/Pricing Data (Sections B and K)	No page limit

Any data that may contain trade secrets, copyright data, and/or financial information which the Offeror or proposed subcontractors do not want disclosed for any purpose other than the evaluation of the proposal shall be marked in accordance with AMS 3.2.2.3-16, "Restriction on Disclosure and Use of Data (July 2004)."

L.10.2 PROPOSAL ORGANIZATION

The Offeror's proposal submission shall consist of:

- Volume I – Technical Proposal, Résumés for Proposed Personnel, Past Performance/Relevant Experience; and
- Volume II – Cost Proposal, Completed SIR/Pricing Data (Sections B and K).

Offerors will submit proposal volumes as set forth. Proposals will be organized as follows:

Proposals shall be signed by an official who is legally authorized to obligate the Offeror to a contract. Offers signed by an agent shall be accompanied by evidence of that agent's authority.

Volume I of the proposal shall be submitted in one loose-leaf binder and Volume II shall be in a separate loose-leaf binder. A binder cover sheet shall be affixed to the binder, which clearly identifies it by number, copy number (i.e., "Copy 1 of 4"), the SIR identification number, and the Offeror's name. **An original and four copies of Volume I shall be delivered. One original and one copy of Volume II shall be delivered.** The original of each volume shall be clearly marked as "Original."

No foldouts are allowed in any volume. The pages in all volumes are to be typewritten, single spaced, no smaller than 12-point type, on standard 8 ½" x 11" paper. Margins shall be at least one inch on all four sides.

Submission of all proposal material shall be in hard copy.

The Offeror need not repeat information that is required in response to two or more proposal requirements, but should present such information in detail in the section where it contributes most critically to the discussion of the requirement. In other sections, the Offeror should refer to the initial discussion and identify its locations by reference to the appropriate section and page number.

L.10.3 WRITTEN PROPOSAL PRESENTATION

L.10.3.1 Binding and Labeling a binder cover sheet shall be affixed to each volume, which clearly identifies each volume, volume number, original or copy number (i.e., "Copy 1 of 4"), solicitation number and identification, and Offeror's name. The name of the Offeror shall be included on the "Table of Contents" and all pages of each volume. Copy number shall appear on the edge of the binder to allow for rapid accountability when placed in a vertical position in a storage cabinet. Binder should be of sufficient size to contain all material. The Offeror may use company "Logo" only on the cover of the volume.

L.10.3.2 Indexing - Indexing will be used to identify all proposed sections of each proposal volume. Each volume shall be organized such that an extensive search of the proposal is not necessary for its review. Information not in its appropriate section and not appropriately referenced may be assumed to have been omitted.

L.10.3.3 Page Size, Typing, Spacing, Page Numbering and Page Limits

L.10.3.3.1 Page size shall be 8 ½ x 11 inches. The proposal pages may be printed on both sides of plain white bond paper with each side enumerated for page count. The page number and total number of pages will be placed on the bottom of each page. The type size shall not be less than 12 point with one space between lines. When both sides of a sheet of paper contain written material, it will be counted as two pages.

L.10.3.3.2 The Offeror may use 8 ½ x 11 inch paper for graphics, tables and diagrams. A smaller type size than 12-point is acceptable for graphics, tables and diagrams as long as the information portrayed remains easily readable.

L.10.3.3.3 The page limits for Volume I and Volume II are shown in Table L.10.1 above. Note: The following sections are excluded from the Technical Proposal page limit:

Cover Page

Transmittal Letter (2 page limit)

Table of Contents including index of any Tables & Drawings

Tabs, Glossary

Cross Reference Table

The technical proposal shall not include prices or any pricing information.

L.11.1 The technical proposal must be detailed to enable technically oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the technical approach meets the requirements of the Statement of Work (SOW). The proposed approach must be valid and practical. The technical proposal must be specific, detailed and complete to clearly and fully demonstrate that the Offeror has a thorough understanding of the requirements of the SOW.

L.11.2 Statements that the Offeror understands, can, or will comply with all statements in the SOW and statements paraphrasing the SOW requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc., will be considered non-responsive.

L.11.3 Content and quality are more important than quantity. Technical proposal is limited to no more than pages outlined in Table L.10.1. Unnecessarily elaborate brochures or other presentations beyond that to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the Offeror's lack of understanding of the requirements. The proposal will be indexed by sections and tabbed for ease of reference.

L.12 Proposal Contents

L.12.1 Volume I must consist of the following:

1) TECHNICAL PROPOSAL:

The Offeror must submit their technical approach/work plan and proposed solutions to meeting the requirements set forth in the Statement of Work (Section C), and must thoroughly address each of the areas identified in the Evaluation Factors at Section M.2.1, Evaluation Criteria.

Résumés for Proposed Personnel:

The Offeror must demonstrate that they have available personnel that possess relevant experience and can perform the contract services effectively. A résumé must be submitted for each person proposed in each labor category.

Résumés must include the proposed position (labor category), education, experience, background, accomplishments, and other pertinent information for each individual and should be **no longer than two (2) pages for each person.**

For proposed personnel who are not currently employed by the Offeror, a one-page, signed letter of intent from the prospective employee, and a copy of the offer letter signed by both the company and

prospective employee are required in addition to the resume. The letter of intent and offer letter do not count toward the page count limit.

Particular emphasis should be placed on past and present experience of all personnel proposed in the execution of contracts similar to this effort.

As part of the Technical Approach, the Offer should indicate whether the Offeror intends to staff the project with full-time or part-time personnel. Preference will be given to proposals which offer personnel assigned full-time to this task.

2) PAST PERFORMANCE/RELEVANT EXPERIENCE:

The FAA will conduct a past performance review of each Offeror, in which the Offeror must provide a description of past experience in work of a similar nature, scope and complexity as that described in the Statement of Work (Section C). **The Offeror must submit written information pertaining to (3) contracts which demonstrate the Offeror's:**

- Extent of experience in work of similar nature, scope and complexity,
- Demonstrated ability to achieve objectives outlined in Section C, and
- High quality of service delivered.

The referenced contracts must have been performed within the past five (5) years.

Past Performance Format – Offerors past performance information must include:

- a. Customer Name
- b. Address, telephone number, e-mail and facsimile numbers of Contracting Officer and Technical Contact in charge of project
- c. Contract number and type of contract
- d. Date of contract, period of performance, and place(s) of performance
- e. Size of contract or relevant task order (average number of staff and dollar value)
- f. Narrative description of the project that describes the scope of work, the specific responsibilities of the Offeror, the average monthly work volume, major deliverables produced. The narrative should also include any problems or issues that occurred and the corrective action taken that may impact the Offeror's past performance
- g. Role (prime or subcontractor)
- h. Whether or not the contract was successfully completed and any awards or other recognitions received for the work
- i. Information that demonstrates a high quality of service delivered
- j. Original contract amount compared to the final amount with explanation of variance

L.12.2 Volume II must consist of the following:

COMPLETED SIR/PRICING DATA. The SIR, including all appropriate Representations and Certifications (Section K), shall be completed, signed, and provided, in its entirety, under this section (all copies shall have original signatures). Specifically, the following shall be completed by the Offeror:

SECTION A – SOLICITATION/CONTRACT FORM: The Offeror is responsible for blocks 12 through 18 on Form SF 33 – Solicitation, Offer, and Award. The representative who signs this form in Block 17 must be authorized to contractually bind the company submitting the proposal.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS: The Offeror shall complete the unit pricing and extended pricing for each labor category.

SECTION J – LIST OF ATTACHMENTS: The Offeror shall submit completed copies of each attachment:

- Business Declaration Form

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR: The Offeror shall complete all Representations, Certifications, and Other Statements included in Section K.

LETTER OF SEDB/8(A) STATUS: If applicable.

PART IV—SECTION M
EVALUATION FACTORS FOR AWARD

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-34 Evaluating Offers for Multiple Awards (July 2004)

3.2.4-31 Evaluation of Options (April 1996)

3.6.1-10 Evaluation of Contractor Participation in the FAA Mentor Protégé Program
 (January 1999)

M.1 Basis for Award

The FAA will select for contract award the Offeror, which, in addition to conforming to the requirements of this solicitation, provides the best value to the agency. Best Value is defined as the offer that presents the most advantageous solution to the FAA's requirement. The FAA will determine the best value offer based on evaluation of technical, price and other factors specified in the SIR. In making this determination, FAA will make trade-offs between these factors and is not confined to making award to either the Offeror submitting the highest-rated technical proposal or the lowest-priced proposal, although FAA may award to either. In addition, the FAA must also determine the Offeror to be financially viable and otherwise responsible.

The FAA reserves the right to award a contract immediately following the evaluation of the initial offer, and may not require discussions or negotiations. Therefore, it is critical that the initial offer be fully responsive to this SIR and that it contains the Offeror's best terms.

In evaluating proposals, the FAA may conduct written or oral discussions with any and/or all Offerors. Discussions with one or more Offerors do not require discussions with all Offerors.

In conducting the evaluation, the FAA will use information contained in the proposal and, in addition, may use information obtained from other sources. However, while the FAA may consider information obtained from other sources, the FAA is under no obligation to do so, except for past performance information submitted by the Offeror, and the burden is on the Offeror to provide a complete proposal.

During the competition, the FAA may limit further consideration of proposals to those Offerors with the best likelihood of receiving an award.

An Offeror may submit only one proposal.

The Government will evaluate each proposal as follows:

Technical Merit – Each Offeror's technical proposal and past performance will be evaluated using the following criteria; the total possible points within each criterion are listed.

Price – Proposed pricing will be evaluated to ensure that it is fair and reasonable.

Discussions – After evaluating written proposals, the Government may conduct written or oral discussions with all, or a limited number of the Offerors. Information obtained during discussions, whether or not it is reduced to written material, may be considered by the Government in the evaluation and best value decision. Note: It is also very possible that discussions will not take place and award of a contract will be made without discussions. Offerors should therefore submit their best technical and pricing proposals in the initial proposal.

Best Value Determination – In deciding which Offeror represents the best overall value to the Government, price and technical factors considered, the Government will consider technical merit to be significantly more important than proposed price. The best value selection decision will be made as described below:

- ✓ A numerical scoring system will be used for the non-price criteria; and the Government will identify strengths, weaknesses, and risks and determine the overall technical merit of the proposal.
- ✓ If the Government determines that there are significant differences in technical merit among competing proposals, then a more expensive proposal may be selected for award, if the value of the selected proposal is deemed to be worth the price differential.
- ✓ As technical scores become closer, price becomes more important.

M.2 Proposal Evaluation

Note: This will be a competitive procurement and will be evaluated using a tiered approach as described below. If applicable, Offerors must provide a copy of their SEDB/8(a) letter.

A tiered evaluation of offers will be used in source selection, and offers from other than small business concerns will only be considered after the determination that an insufficient number of offers (less than two offers) from responsible small business concerns were received. The tiered order of precedence for evaluating offers received in response to this SIR is as follows:

(1) First Tier Technical Evaluation – Small Businesses

First tier evaluation will only consider proposals from small business vendors. Offers from other than small business concerns will only be considered after the determination that less than two offers from qualified small business concerns were received. Qualified is defined as (1) having a price that has been determined to be fair and reasonable; and (2) receiving a minimum average weighted score of 4.0 (“good”), per the Rating Definition Table in Section M.2.2. If first tier evaluation results fail to achieve a minimum number of qualified offers, the evaluation will proceed to the second tier evaluation. A small business concern that qualifies during the first tier evaluation will continue to the second tier evaluation with their technical scores already recorded.

(2) Second Tier Technical Evaluation – Other than Small Businesses

Second tier evaluation will evaluate proposals submitted by other than small business concerns, along with qualified small business proposals. First, other than small business proposals are evaluated by the technical evaluation team to determine if they meet the minimum qualifications. Qualified is defined as (1) having a price that has been determined to be fair and reasonable; and (2) receiving a minimum average weighted score of 4.0 (“good”), per the Rating Definition Table in Section M.2.2. Then, all qualified first tier and second tier technical scores are ranked.

A separate price/cost evaluation team will determine the total cost of doing business with each vendor for the Base contract period and all option contract periods. Results of this cost/price analyses will be used in the Best Value determination. The offer that provides the greatest overall value to the FAA will be selected for award. Technical merit is significantly more important than proposed price in determining Best Value, so a technical/price tradeoff may result in a higher-priced offer receiving the contract award.

The North American Industry Classification System (NAICS) code for this acquisition is 541618 – Other Management Consulting Services. The small business size standard is a maximum of \$6.5 Million in annual receipts. Information on the calculation of average annual receipts can be found in 13 CFR § 121.104.

Each proposal submitted in response to this solicitation will be evaluated by two teams (Technical and Price/Cost) of qualified personnel who will evaluate all information furnished by the Offerors.

M.2.1 Evaluation Criteria

Proposals from Offerors will be screened and evaluated based on the written proposal according to the factors/criteria described below. The Screening and Evaluation Process will consist of two steps:

- Step 1 – Screening (Pass/Fail Criteria)
- Step 2 – Evaluation (Weighted Criteria)

Step 1: Screening (Pass/Fail Criteria):

The Technical Evaluation Team Lead will perform the Screening step of the evaluation process. A rating of FAIL for any of the four Screening Factors will disqualify the Offeror's proposal from further evaluation and the Offeror will *not* be considered for award.

Screening Factor	PASS/FAIL
Minimum of five years corporate experience in developing enterprise application systems in Microsoft ASP.NET, VB.NET, and C#.	
Minimum of four years corporate experience in developing enterprise systems using Microsoft SQL Server 2000/2005, Enterprise; to include developing DTS packages, Store procedures, Views and Triggers.	
Minimum of two years corporate experience with Title 14 CFR (Code of Federal Regulations), as they apply to Airmen Certification/Airmen Written Testing	
Minimum of two years corporate experience with Title 14 CFR (Code of Federal Regulations) Part 61, FAA Orders 8900.1, 8900.2 and Rulemaking.	
Past Performance – demonstrates the capability of the Contractor to perform successfully in work of a similar nature, scope and complexity; to achieve objectives; and to deliver quality service.	

Step 2: Evaluation (Weighted Criteria):

Offerors that PASS all the screening factors in Step 1 will have their proposals evaluated by all Evaluation Team members in Step 2.

The following weighted factors will be used to evaluate the Offeror's proposal:

Evaluation Factor	Weight
Overall Corporate/Personnel Experience = 50 %	

Corporate experience in developing enterprise application systems in Microsoft ASP.NET, VB.NET, and C# (minimum of five years)	10%
Corporate experience in developing enterprise systems using Microsoft SQL Server 2000/2005, Enterprise; to include developing DTS packages, Store procedures, Views and Triggers (minimum of four years)	10%
Corporate experience with Title 14 CFR (Code of Federal Regulations), as they apply to Airmen Certification/Airmen Written Testing (minimum of two years)	4%
Corporate experience with Title 14 CFR (Code of Federal Regulations) Part 61, FAA Orders 8900.1, 8900.2 and Rulemaking (minimum of two years)	4%
Experience which demonstrates corporate knowledge of the business functions of Flight Standards Service (AFS) and AFS's major business processes (minimum of two years; experience does not necessarily need to be with AFS)	4%
Corporate experience in Quality Assurance with Enterprise Wide Applications (minimum of four years)	4%
Corporate experience in the Integration of New Application Development with existing FAA Deployed Production Applications (no minimum)	4%
Overall experience of personnel assigned to the Program (refer to the minimum requirements specified in Section H.4, Key Personnel Descriptions, and also to Section L.12.1, Résumés for Proposed Personnel)	10%
Technical Approach/Work Plan = 50%	
Approach to meeting the requirements described in Section C, Statement of Work (SOW) and the staffing approach described in Section L.12.1, Résumés for Proposed Personnel.	50%

M.2.2 Rating Criteria

Overall Corporate/Personnel Experience sub-factors will be rated in accordance with how they measure over and above the stated minimum requirements. They will be evaluated on the following scale:

Score	Rating
5	Excellent
4	Good
3	Marginal

Technical Approach/Work Plan will be numerically scored on a scale of zero to five with zero being Unacceptable and five being Excellent:

Rating Definition Table

Score	Definition	
5	Excellent	Excellent. The Offeror's response is comprehensive and demonstrates a thorough understanding of the full range of requirements and work effort. Few, if any, minor areas needing improvement can be cited. All requirement aspects are addressed in a highly competent and logical fashion. The Offeror demonstrates that they exceed the stated requirements.
4	Good	Good. The Offeror's response is fully acceptable and appropriately responds to and demonstrates an understanding of the full range of requirements and work effort. The Offeror's response exceeds the

		requirements for the Marginal rating but does not quite meet the standards for the Excellent rating. A few minor deficiencies are noted and the level of detail, while acceptable, does not provide a fully comprehensive response.
3	Marginal	Marginal. The Offeror's response lacks some requested information and does not respond adequately to or demonstrate an understanding of the full range of requirements and work efforts. The Offeror does not meet the requirements of the Good rating. Only with substantial product modification could the Offeror achieve a rating of Good. Offeror's response is deficient in several areas with no corresponding offset in other areas.
0	Unacceptable	Unacceptable. The Offeror's response lacks most of the requested information and does not respond to or demonstrate a satisfactory understanding of the requirements and work efforts. The proposal does not demonstrate the capability to support the Government's needs.
The appropriate score above will be multiplied by the weight of each factor to obtain the Weighted Score.		